of ejectment is likely to become the substitute for the suit in equity for specific performance of agreements to convey, and that a big step toward the enforcement of equitable rights in a court of law has been taken. The cases cited by the court do not sustain its decision. While the result reached in the principal case may be highly beneficial in securing a more solid legal status to contract purchasers of land, in view of the fact that such ownership has become so wide-spread, yet in the absence of a declaration of the state's policy by act of legislature the decision cannot but be regarded as judicial legislation.

ELECTIONS—STATUTES REQUIRING ELECTOR TO STATE AGE HELD VALID.—Section 4906 of the GENERAL CODE OF OHIO requires an applicant for registration as a qualified elector of a municipality to state his or her age in years and months. The relator made application for registration, stating that she was over 21 years of age, but refused to state her age in years and months. Upon the refusal of the registrars to register her she brought this application for a writ of mandamus to compel them to do so. She contends that the section of the Code above referred to is unconstitutional, in that it constitutes a denial or abridgement of the constitutional right of citizens to vote conferred by Section 1, Article V of the Constitution of Ohio as modified and controlled by the Nineteenth Amendment to the Constitution of the United States. *Held,* that the section in question was constitutional, and therefore the application for the writ was denied. *State ex rel Klein* v. *Hillenbrand* (Ohio, 1920), 130 N. E. 29.

Due to the Nineteenth Amendment to the Federal Constitution and the well known reluctance of woman to reveal her exact age the decision in the instant case is interesting, although the law involved therein is so clear and well settled that it seems startling that it could have been seriously questioned. It is no doubt true as pointed out in *Monroe et al* v. *Collins,* 17 Ohio St. 665, that statutes which entirely exclude certain persons from voting because of race or color are unconstitutional. But it is equally true that the Legislature may regulate the exercise of the right to vote and may pass statutes requiring proof of the right, consistent with the right itself. *Wood* v. *Baker,* 38 Wis. 71; *Edmonds* v. *Banbury,* 28 Iowa 267; *Capen* v. *Foster,* 12 Pick (Mass.) 485; *Cothren* v. *Lean,* 9 Wis. 279; *Southerland* v. *Norris,* 74 Md. 326. The authority of the Legislature to enact registration laws was sustained and the limits of that power were enunciated by the Ohio court in *Daggett* v. *Hudson,* 43 Ohio St. 548. So long as the statutes do not add any new qualification to the voter other than those required by the Constitution, the statutes are constitutional. See *Pope* v. *Williams,* 93 Md. 59, affirmed in 193 U. S. 621. In the instant case the statute did not unreasonably or unnecessarily restrain, impair, or impede the exercise of the right to vote conferred by Sec. 1, Art. V of the Constitution of Ohio, but rather provided a reasonable, uniform, and impartial method of regulating, facilitating, and securing the exercise of this right, and of preventing its abuse. It is submitted that if the registrars could not interrogate further than to ask the

applicants if they were above the required age, the whole object and purpose of the registration laws would be defeated.

HUSBAND AND WIFE — ESTATES BY ENTIRETY — APPLICATION TO PERSONAL PROPERTY.—In order to obtain a loan, the husband and wife mortgaged land which they held as tenants by the entirety. The husband was to deposit this sum in their joint names, but without the knowledge or consent of the wife he deposited it in the bank in his own name. After his death, in a suit in equity by the wife to recover the amount on deposit, it was *held*, that the husband and wife had an estate by entirety in the funds, and that as survivor the wife was entitled to what remained on deposit. *Union & Mercantile Trust Co.* v. *Hudson*, (Ark., 1921), 227 S. W. 1.

The court expressly states that "tenancy by the entirety could and did exist at common law in personal property." Such a doctrine seems entirely inconsistent with the common law rule that a husband became by marriage absolute owner of the wife's personal chattels and also of her chattels real and choses in action when he reduced these into his possession. Co. LITT. 351. See 1 BISHOP ON LAW OF MARRIED WOMEN, Sec. 211; 3 MICH. L. REV. 668; 33 HARV. L. REV. 983. Since by modern statutes married women are given the right to own and control personal property, there would seem to be no logical difficulty in applying the doctrine of tenancies by the entirety to personalty. In spite of the general tendency and desirability of abolishing such antiquated common law institutions, a number of courts have recognized such estates in personal property. *Re Bramberry's Estate*, 156 Pa. St. 628; *Re Klenke's Estate*, 210 Pa. St. 572; *Citizens' Sav. Bank and Trust Co.* v. *Jenkins*, 91 Vt. 13; *Patton* v. *Rankin*, 68 Ind. 245; *Phelps* v. *Simons*, 159 Mass. 415; *Boland* v. *McKowen*, 189 Mass. 563; *Frost* v. *Frost*, 200 Mo. 474; *George* v. *Dutton's Estate* (Vt., 1920), 108 Atl. 515. Other courts recognize such estates in realty only. *Wait* v. *Bovee*, 35 Mich. 425; *Morrill* v. *Morrill*, 138 Mich. 112; *In re Albrecht*, 136 N. Y. 91; *In re Baum*, 106 N. Y. Supp. 113, commented upon in 6 MICH. L. REV. 345. The application of the doctrine of estates by the entirety to personalty and the authorities are well discussed in a note, 8 A. L. R. 1017. See also 22 L. R. A. 594.

HUSBAND AND WIFE—MARRIAGE HELD TO RENDER PERFORMANCE OF WIFE'S CONTRACT FOR SERVICES IMPOSSIBLE.—In a suit for specific performance of an oral contract entered into before marriage, by which the plaintiff agreed to nurse, care, and work for deceased and to marry him, in consideration that he would convey to her, either by deed or will, all his property at his death. *Held*, plaintiff could not recover. *Bohannan* v. *Maxwell* (Ia., 1921), 181 N. W. 683.

There was no allegation or proof that the services contracted for were services other than those to which the husband was entitled as husband. The basis of the decision is that as the services contracted for were of the kind to which the husband was entitled by reason of the marriage status, the marriage made it impossible for the plaintiff to perform her contract. The principles involved in these cases are discussed in 19 MICH. L. REV. 207.